

RIDER TO RETAIL RATES**VOLUNTARY RENEWABLE ENERGY ("VRE") RIDER FOR
RENEWABLE GENERATION ("RG") SUPPLY AGREEMENTS**

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AVAILABILITY

This VRE Rider (Rider) is available in conjunction with the Company's Retail Non-Residential Electric Service Rates, the terms of which are incorporated herein by reference. This Rider is only available to a non-residential customer (Customer) with a new or existing contract demand greater than or equal to one megawatt (1 MW) at a single metered location or aggregated across multiple metered locations under direct ownership of a single customer and served by Dominion Energy South Carolina, Inc. (Company). This rider is available on a first come, first serve basis until the total capacity committed under renewable generation supply agreements (RG-Supply Agreements) entered into under this Rider shall equal 135 MW.

RG-SUPPLY AGREEMENT

The RG-Supply Agreement subject to this Rider shall provide for the renewable energy supplier (Supplier) to provide electric power and capacity to the Company's electrical system at the Customer's expense from a renewable energy facility as defined by S.C. Code Ann. § 58-41-10(12) (Facility). A separate RG-Supply Agreement shall be required for each Customer and each Facility. The Company may be the Supplier.

POWER PURCHASE AGREEMENT

The supply of renewable energy shall be subject to a new Power Purchase Agreement (PPA) executed between the Company and Supplier with terms consistent with the form contract power purchase agreement filed in Public Service Commission of South Carolina (Commission) Docket No. 2019-184-E. The RG-Supply Agreement shall be an addendum to the PPA and shall be signed by the Customer, the Supplier and the Company. The participating Customer shall negotiate with the renewable energy Supplier for the price to be paid by the participating Customer for the energy, capacity, and environmental attributes of the renewable energy Facility and the term of such agreement so long as such terms are consistent with the VRE program set forth in this Rider. The price negotiated by the Customer shall be the price reflected in the RG-Supply Agreement and the PPA.

COMPANY AS SUPPLIER

Where the Company is the Supplier, no PPA shall be required but comparable pricing and other terms shall be negotiated between the parties and included in the RG-Supply Agreement. If the Supplier is the Company, the Company shall price the output of the Facility at a market-based rate and not a cost of service-based rate, shall not include the Facility in its plant in service for ratemaking purposes and shall not include the Facility's operating and maintenance expenses in its cost of utility operations for ratemaking purposes.

MULTIPLE CUSTOMERS FOR A SINGLE FACILITY AND PPA

Multiple customers may negotiate separate RG-Supply Agreements for separate quantities of renewable energy and capacity provided from a single Facility under a single PPA. In such case each Customer's RG-Supply Agreement shall reference a specified percentage of the Facility's output and each Customer shall be allocated a pro rata share of actual output accordingly.

APPLICATION FOR A RG-SUPPLY AGREEMENT

The Customer shall apply for an RG-Supply Agreement by submitting to the Company an application (Application) on a form to be provided by the Company including:

1. The Customer's name and address.
2. The location(s) and customer account(s) to which the Rider will apply.
3. The contract demand of each such account.
4. The effective date and expiration date of the contract for each such account.
5. The anticipated allocation of RG supply among accounts.

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6. The name and location of the Facility along with
 - a. The name and address of its owner or developer, *i.e.*, the Supplier,
 - b. Its renewable energy source,
 - c. Its net reliable summer and winter capacities,
 - d. Its expected commercial operation date,
 - e. The percentage of its energy and capacity to be purchased,
 - f. Its position in the interconnection queue if applicable.
7. A signed statement by the Supplier supporting the Application and agreeing to enter into negotiations of a RG-Supply Agreement and PPA with Customer and the Company.
8. Such other information as the Company may reasonably require.
9. A non-refundable application fee of \$2,000.

FORMATION OF A RG-SUPPLY AGREEMENT

Upon receipt of an Application in due form and the application fee, the Company will notify the Customer and provide the Customer and the Supplier with a form RG-Supply Agreement to serve as the basis of negotiation of a definitive RG-Supply Agreement for signature by the parties incorporating the terms of this Rider. At conclusion of the negotiations, the Customer shall provide to the Company for signature a RG-Supply Agreement, in a form satisfactory to the Company, which is duly executed by the Customer and the Supplier.

QUALIFICATION UNDER THE RIDER AND EXPIRATION OF THE APPLICATION

The Customer shall qualify for service under this Rider only when the Company has signed and delivered to Customer and Supplier the RG-Supply Agreement and a PPA, each executed by all necessary parties. The Application shall expire if an RG-Supply Agreement and PPA are not signed by the parties within ninety (90) days of the date that the Application is submitted or if the 135 MW cap has been exhausted before qualification.

NO CROSS SUBSIDIZATION

The RG-Supply Agreement and PPA shall establish that the Customer will pay directly to the Supplier all costs that would otherwise be paid by the Company under the PPA. None of the costs of the RG-Supply Agreement or of that portion of the PPA subject to the RG-Supply Agreement may be borne by the Company or Company's non-participating customers.

TERM

The RG-Supply Agreement and PPA shall be of equal duration provided that the term of the RG-Supply Agreement shall not exceed the lesser of (a) ten (10) years, or (b) the remaining term of the Customer's electric service contract associated with service under the Rider which will expire first (not considering automatic renewal terms.) The Customer must agree to take electric service exclusively from the Company for the life of the RG-Supply Agreement and PPA. The PPA shall include a provision providing that upon the termination of the RG-Supply Agreement through default or for any other reason, the Supplier's rights under the PPA shall terminate as to that portion of that energy and capacity of the Facility that had been sold under the RG-Supply Agreement. No RG-Supply Agreement or PPA shall be for a term of less than one year.

ENERGY AND CAPACITY

The capacity provided under the RG-Supply Agreement may not exceed the Customer's contracted demand under Customer's electric service contracts associated with service under the Rider. The energy to be provided under the RG-Supply Agreement may not exceed the Customer's energy usage over the 12-month period prior to the date that the RG-Supply Agreement is tendered to the Company. If the Customer's energy usage data for that period is atypical as determined by the Company in its reasonable discretion, or if service under this Rider includes new incremental load, the energy usage shall be as reasonably forecasted by Company.

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ENVIRONMENTAL ATTRIBUTES

All environmental attributes of the electric supply provided under the RG-Supply Agreement shall belong to the Customer. The Customer shall bear all costs and risks associated with the creation, certification, registration, documentation, tracking and use of the environmental attributes.

NOTICES AND EXERCISE OF RIGHTS UNDER THE PPA

The Customer shall have the right upon reasonable written request to receive all reports, notices and billing data provided by or available from the Supplier under the PPA. The Customer shall copy the Company on all payments, invoices and correspondence with the Supplier and shall provide the Company with all invoices, notices or correspondence received from the Supplier. The Customer shall have the right to consult with the Company where reasonably practical on the Company's exercise of rights under the PPA. The Company, however, shall act exclusively on behalf of its system, its customer base generally and system reliability in exercising its rights under the PPA or RG-Supply Agreement. The Company shall not act as Customer's agent nor shall any fiduciary relationship exist with regard to Company's exercise of any rights under the PPA or the RG-Supply Agreement. The Company shall not be liable to Customer for the exercise of or failure to exercise any rights under the PPA or the RG-Supply Agreement.

PAYMENT

To protect other ratepayers from the risk of non-payment, the RG-Supply Agreement and PPA shall require payment of all RG-Supply Agreement and PPA costs directly to the Supplier by Customer without recourse to the Company.

BASE BILL

The Company shall bill the Customer for electric service as specified in its rates and tariffs and subject to its General Terms and Conditions of service that would otherwise apply to service to the Customer.

AVOIDED COST RATE CREDIT

The Company shall include on each monthly bill to the Customer an avoided cost credit (RG Credit) equal to the day-ahead rate for energy on the Company's system applied on an hourly basis to the energy provided to the Company's system under the RG-Supply Agreement by the Supplier, net of transmission and distribution losses calculated at system average rates. If the energy provided under the RG-Supply Agreement for the month is greater than the Customer's kWh usage for that month, the amount of the credit will be reduced accordingly.

INCORPORATED TERMS

The form RG-Supply Agreement shall reflect terms consistent with the Company's form contract power purchase agreement filed in Commission Docket No. 2019-184-E including without limitation terms concerning Force Majeure, Default, Termination, Remedies, Limitation of Liabilities, Indemnification, Representations, Warranties and Covenants, Dispute Resolution, Assignment, Notices, Third Party Beneficiaries, Dedication, Integration, Amendment, Governing Law, Relationship of Parties, Good Faith and Fair Dealing, Severability, Cooperation, Forward Contracts, Waiver, Confidentiality, Permitted Disclosures, Goodwill and Publicity, Regulatory Matters, Termination, Survival, Change in Law, Choice of Venue and other terms. These incorporated terms shall be in addition to the specific terms of the VRE Program listed here and other terms consistent with the nature of the proposed VRE supply to be purchased by the Customer and the PPA under which that purchase will take place.

TERMINATION

In addition to any Incorporated Terms related to Termination, the Company may terminate the RG-Supply Agreement: (a) upon bankruptcy, or insolvency of the Customer or Supplier, (b) upon termination of Customer's service on any account served under this Agreement or non-payment of any bill on such account when due, (c) upon Customer reducing its contract demand on Company's system to a level less than the amount stated in the RG-Supply Agreement, or (d) upon termination of the associated PPA.

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The Customer shall pay a monthly administration fee of \$250 per MW. The Company may adjust the fee from time to time to reflect intervening changes in the Producer Price Index as reported by the US Department of Labor or successor index.

GENERAL PROVISIONS

The customer is solely responsible for compliance with any federal, state, county, municipal or other tax laws, rules, and regulations.

GENERAL TERMS AND CONDITIONS

The Company's General Terms and Conditions are incorporated by reference and are part of this Rider.